

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 16, 2003

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance *J.K.*

AGENDA ITEM WORDING: Approval to renew Lease for an additional 5-year term with Tropical Sailboats, Inc. for sailboat/sailboard rentals at Higgs Beach with the same monthly rental terms: ten percent (10%) of total gross proceeds or a minimum payment of \$300.00 per month, whichever is greater.

ITEM BACKGROUND: On July 31, 2003, the above-referenced lease will expire. Mr. Russ Gregory, President, Tropical Sailboats, Inc. submitted a letter dated March 14, 2003 requesting the option to renew on the same terms for an additional five (5) years.

PREVIOUS RELEVANT BOCC ACTION: At their January 14, 1998 meeting, the Board of County Commissioners entered into a five (5) year lease with an option to renew on the same terms for an additional five (5) years at the option of the Lessee, Tropical Sailboats, Inc.

CONTRACT/AGREEMENT CHANGES: New lease effective August 1, 2003, expiring July 31, 2008.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$0.00

BUDGETED: Yes No XX

COST TO COUNTY: \$0.00

SOURCE OF FUNDS: Revenue

REVENUE PRODUCING: Yes XX No **AMOUNT PER MONTH** \$300.00 or 10%,
whichever is greater **Year** \$3600.00

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Dent Pierce 4/1/03
Dent Pierce, Director, Public Works

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # C5

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Tropical Sailboats, Inc Contract # _____
 Effective Date: August 1, 2003
 Expiration Date: July 31, 2008

Contract Purpose/Description:
Renewal of lease agreement for sailboat/sailboard rentals at Higgs Beach

Contract Manager: Miguel Carbonell 4385 Facilities Maint./Parks & Rec.#4
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on April 16, 2003 Agenda Deadline: April 2, 2003

CONTRACT COSTS

Total Dollar Value of Contract: \$ Revenue Current Year Portion: \$ 1500.00
 Budgeted? Yes ☐ No ☐ Account Codes: _____
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>4/2/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/2/03</u>
Risk Management	<u>3/24/03</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>W. Juma</u>	<u>3/25/03</u>
O.M.B./Purchasing	<u>3/25/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/26/03</u>
County Attorney	<u>3/26/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/26/03</u>

Comments: This contract does not contain Indemnification and hold harmless agreement as required by Administration Instruction # 4709.5 page 2. Proper form is page 100. Contract also does not have insurance required attachments as indicated on page 3 of original contract (Attached to original contract)

OMB Form Revised 2/27/01 MCP #2

~~OMB needs ethics clause &c. As long as the ethics clause is attached to contract as per 15, OK.~~

OK'D BY SUZANNE HUTTON
MC

RECEIVED

MAR 27 2003

MA

RENEWAL AGREEMENT

Tropical Sailboats, Inc.
Sailboat rentals at Higgs Beach

This Renewal Agreement is made and entered into this April 16, 2003, between the COUNTY OF MONROE and by Tropical Sailboats, Inc. in order to renew the Lease between the parties dated January 14, 1998, a copy which is incorporated hereto for reference, as follows:

1. In accordance with Article 1. of the January 14, 1998 original Lease, the Lessee exercises the option to renew the Lease for an additional five (5) year period.
2. The term of the renewed Lease will commence on August 1, 2003 and terminate July 31, 2008.
3. Rental amount remains during the term of this renewed Lease the sum of three hundred (\$300.00) dollars per month or ten percent (10%) of total monthly gross, whichever is greater, payable on or before the 15th. day of each successive month of the Lease period.
4. Lessee agrees to covenants contained in Exhibits A. and B. attached hereto.

In all other respects, the original agreement between the parties dated January 14, 1998, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

(Seal)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____

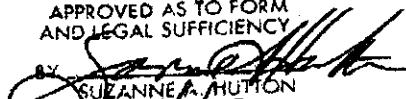
Witness

Tropical Sailboats, Inc.

Witness

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 
SUZANNE A. HUTTON
DATE 4/11/03

LEASE

This lease, entered into on the 14th day of January, 1998, by and between the Board of County Commissioners, Monroe County, Florida (Lessor) and Tropical Sailboats, Inc., a Florida Corporation, 1414 Von Phister Street, Key West, Florida (Lessee), which expression shall include the heirs, executors, administrators and assigns of the Lessee when the context so admits. This lease evidences the grants, covenants and agreements made between the parties with reference to the following described premises:

A portion of Clarence S. Higgs Memorial Beach, Key West, Florida as evidenced by the attached drawing marked Exhibit "A" for the purpose set forth in that renewal lease agreement proposal submitted by Lessee on November 6, 1997 to the Monroe County Board of County Commissioners.

This lease has been reviewed and approved by the Board of County Commissioners at their regularly scheduled meeting held at Key West, Florida, on the 14th day of January 1998. Pertinent parts of this lease agreement are as follows:

1. Demise of Premises - - Period

Being the owner in fee of the premises, Lessor does hereby demise and lease to Lessee for a term of five (5) years with an option to renew on the same terms for an additional five (5) years at the option of the Lessee. The Lessee may exercise this option by sending a written notice to the Director of Public Facilities Maintenance at least ninety (90) days before the end of the original lease period. The Lessor may refuse to grant the Lessee an additional five-year term if, during the course of the initial term, the Lessee

breached any of the covenants of this lease even though the breach(es) were subsequently cured by the Lessee or waived by the Lessor. This lease shall commence on August 1, 1998.

2. Covenants and agreements of Lessor.

In connection with the above demised properties, the Lessor covenants with the Lessee that conditioned on Lessee's performance and observance of Lessee's covenants herein, Lessee shall have the quiet title and peaceable possession of the premises during the term of this lease.

3. Covenants and agreements of Lessee.

- a) Payment In return for the privilege of using the designated portion of Clarence S. Higgs Memorial Beach, Tropical Sailboats, Inc., will make monthly payments of rent to Monroe County equal to ten percent (10%) of its total gross proceeds on the beach. It is estimated that the minimum rental payable to the County (which occurs during the off-season in the Fall) will be three-hundred dollars (\$300.00) a month which this lease shall pay to the County as a minimum each month. Payment to the County will be made on or before the 15th day of each successive month of the lease period.
- b) It is agreed that records of the gross revenues of the Lessee will be available for audit by the County at all reasonable times.
- c) The Lessee will continue to maintain both a current City and County Occupational License during the period of the lease.
- d) The Lessee agrees to recondition and maintain the line of floats which extends from near the beach to the ocean end of the Reynolds Street Pier to help keep the sailboats and sailboards separated from the swimming area for the period of the lease.

e) The Lessee will conduct its operation in a business-like manner at all times. It will keep the area free of disabled boats and discarded boat equipment, and will pick up, on a daily basis, the trash and debris left in the area by the public. All equipment will be maintained in good working order.

4. Lessee agrees to carry and keep in force such insurance as outlined on the attached forms indicated as INS 1-4, attached hereto and incorporated as part of this lease agreement. The Lessor shall be named an additional insured and will be furnished with a Certificate of evidence of the insurance providing for no less than thirty (30) days notice in the event of material change or cancellation. Lessee shall carry this insurance coverage with an insurance company authorized to do business in the State of Florida and approved by Lessor.

5. The breach of any of the Lessee's covenants under this lease is deemed a material breach entitles the Lessor to terminate this lease by providing five days written notice of termination to the Lessee. If there is any litigation arising under this lease, the prevailing party is entitled to costs and reasonable attorney's fees.

6. All notices required to be sent to the Lessor under this lease must be sent to:

Monroe County
500 Whitehead Street
Key West, Fl. 33040

and will be considered delivered to the Lessor when delivered to the above address.

• All notices required to be sent to the Lessee under this lease
must be sent to:

Russ Gregory, President

1414 Von Phister St.

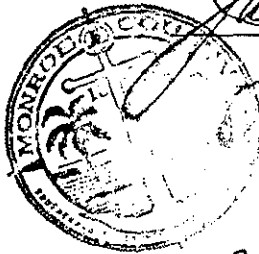
Key West, Fl. 33040

and will be considered delivered to the Lessee when delivered to the above
address.

7. This written lease agreement represents the entire agreement between
the parties and supersedes any prior writings or any prior oral agreements,
negotiations or understandings.

Signed and sealed at Key West, Florida, this 14 day of January, 1998.

Russ Gregory
Russ Gregory, President
Tropical Sailboats, Inc.



John London
Mayor/Chairman

Joan Gregory
Joan Gregory, Secretary/Treasurer
Tropical Sailboats, Inc.

Danny Kolhage
Danny Kolhage, Clerk of Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY Robert N. Wolfe
DATE 12-18-97